

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM465725

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|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | LIEN | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zest IP Holdings, LLC | | 03/14/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A | | |
| Street Address: | 1615 Brett Road | | |
| Internal Address: | Ops III | | |
| City: | New Castle | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19720 | | |
| Entity Type: | National Banking Association: DELAWARE | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87542304 | BULK EZ | |
| Serial Number: | 87542326 | BULKEZ | |
| Serial Number: | 87542337 | CEMEZ | |
| Serial Number: | 86406636 | CHAIRSIDE | |
| Serial Number: | 86530654 | CHAIRSIDE | |
| Serial Number: | 86781181 | DURATEC | |
| Serial Number: | 86775560 | F-TX | |
| Serial Number: | 87354318 | INTELLITEK | |
| Serial Number: | 87688164 | INTELLITEK | |
| Serial Number: | 87545477 | IVERI | |
| Serial Number: | 75818127 | LOCATOR | |
| Serial Number: | 85709111 | | |
| Serial Number: | 85709285 | | |
| Serial Number: | 85709212 | | |
| Serial Number: | 85709244 | | |
| Serial Number: | 85709133 | | |
| Serial Number: | 85709227 | | |
| Serial Number: | 85709190 | | |
| TRADEMARK | | | |

CH \$765.00 87542304

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------|
| Serial Number: | 86824845 | LOCATOR F-TX |
| Serial Number: | 86824880 | LOCATOR R-TX |
| Serial Number: | 78472680 | PERIOSCOPY |
| Serial Number: | 86775581 | R-TX |
| Serial Number: | 85105122 | SATURNO |
| Serial Number: | 74391762 | ZAAG |
| Serial Number: | 87142097 | ZD ZEST DENTAL SOLUTIONS |
| Serial Number: | 87142101 | ZD ZEST DENTAL SOLUTIONS |
| Serial Number: | 72461227 | ZEST |
| Serial Number: | 77640772 | ZEST ANCHOR |
| Serial Number: | 86950858 | ZEST DENTAL SOLUTIONS |
| Serial Number: | 86950873 | ZEST DENTAL SOLUTIONS |

CORRESPONDENCE DATA

Fax Number: 2128594000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128598000

Email: mark.konzelmann@friedfrank.com

Correspondent Name: Mark Konzelmann

Address Line 1: 1 New York Plaza

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10004

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Mark J Konzelmann |
| SIGNATURE: | /Mark J Konzelmann/ |
| DATE SIGNED: | 03/15/2018 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2018 (this “Agreement”), by and between Zest IP Holdings, LLC, a Delaware limited liability company (the “Grantor”), and Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of March 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Ivory Holdco, Inc., a Delaware corporation (“Holdings”), Ivory Merger Sub, Inc., a Delaware corporation (which will be merged with and into Charger Acquisition Corp., a Delaware corporation, with Charger Acquisition Corp. as the surviving entity and which, immediately upon consummation of the merger, will change its name to Zest Acquisition Corp., the “Borrower”), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto and (b) that certain First Lien Collateral Agreement, dated as of March 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Trademark Collateral”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

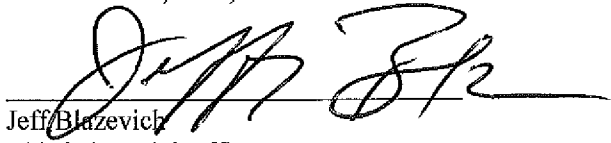
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZEST IP HOLDINGS, LLC, as Grantor

By: 
Name: Jeff Blazevich
Title: Chief Financial Officer

CITIBANK, N.A., as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZEST IP HOLDINGS, LLC, as Grantor

By: _____
Name: Jeff Blazeovich
Title: Chief Financial Officer

CITIBANK, N.A., as Collateral Agent

By:  _____
Name: Akshay Kulkarni
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

Schedule I
to Trademark Security Agreement

| Loan Party | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----------------------|------------|--------------------|-------------|---------------------|-------------------|
| Zest IP Holdings, LLC | BULK EZ | 87542304 | 7/25/2017 | | |
| Zest IP Holdings, LLC | BULKEZ | 87542326 | 07/25/2017 | | |
| Zest IP Holdings, LLC | CEMEZ | 87542337 | 7/25/2017 | | |
| Zest IP Holdings, LLC | CHAIRSIDE | 86/406,636 | 09/25/2014 | 4,723,802 | 04/21/2015 |
| Zest IP Holdings, LLC | CHAIRSIDE | 86/530,654 | 02/10/2015 | 4,994,184 | 07/05/2016 |
| Zest IP Holdings, LLC | DURATEC | 86/781,181 | 10/07/2015 | 5,355,611 | 12/12/2017 |
| Zest IP Holdings, LLC | F-TX | 86/775,560 | 10/01/2015 | | |
| Zest IP Holdings, LLC | INTELLITEK | 87/354,318 | 03/01/2017 | | |
| Zest IP Holdings, LLC | INTELLITEK | 87/688,164 | 11/16/2017 | | |

| Loan Party | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----------------------|------------------------------------|--------------------|-------------|---------------------|-------------------|
| Zest IP Holdings, LLC | IVERI | 87545477 | 7/27/2017 | | |
| Zest IP Holdings, LLC | LOCATOR | 75/818,127 | 10/08/1999 | 2,559,602 | 04/09/2002 |
| Zest IP Holdings, LLC | LOCATOR (Design in Blue-Male) | 85/709,111 | 08/21/2012 | 4,622,637 | 10/14/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design in Green-Male) | 85/709,285 | 08/21/2012 | 4,618,876 | 10/07/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design in Grey-Male) | 85/709,212 | 08/21/2012 | 4,618,873 | 10/07/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design in Orange-Male) | 85/709,244 | 08/21/2012 | 4,618,875 | 10/07/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design in Pink-Male) | 85/709,133 | 08/21/2012 | 4,622,638 | 10/14/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design in Red-Male) | 85/709,227 | 08/21/2012 | 4,618,874 | 10/07/2014 |
| Zest IP Holdings, LLC | LOCATOR (Design-Clear Male) | 85/709,190 | 08/21/2012 | 4,622,639 | 10/14/2014 |
| Zest IP Holdings, LLC | LOCATOR F-TX | 86/824,845 | 11/18/2015 | 5,101,790 | 12/13/2016 |

| Loan Party | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----------------------|-------------------------------|--------------------|-------------|---------------------|-------------------|
| Zest IP Holdings, LLC | LOCATOR R-TX | 86/824,880 | 11/18/2015 | 5,101,791 | 12/13/2016 |
| Zest IP Holdings, LLC | PERIOSCOPY | 78/472,680 | 08/24/2004 | 3,163,629 | 10/24/2006 |
| Zest IP Holdings, LLC | R-TX | 86/775,581 | 10/01/2015 | | |
| Zest IP Holdings, LLC | SATURNO | 85/105,122 | 08/11/2010 | 4,119,229 | 03/27/2012 |
| Zest IP Holdings, LLC | ZAAG | 74/391,762 | 05/17/1993 | 1,853,025 | 09/06/1994 |
| Zest IP Holdings, LLC | ZD ZEST DENTAL SOLUTIONS Logo | 87/142,097 | 08/17/2016 | | |
| Zest IP Holdings, LLC | ZD ZEST DENTAL SOLUTIONS Logo | 87/142,101 | 08/17/2016 | | |
| Zest IP Holdings, LLC | ZEST | 72/461,227 | 06/25/1973 | 989,049 | 07/23/1974 |
| Zest IP Holdings, LLC | ZEST ANCHOR | 77/640,772 | 12/29/2008 | 3,816,272 | 07/13/2010 |
| Zest IP Holdings, LLC | ZEST DENTAL SOLUTIONS | 86/950,858 | 03/23/2016 | 5,351,265 | 12/5/2017 |
| Zest IP Holdings, LLC | ZEST DENTAL SOLUTIONS | 86/950,873 | 03/23/2016 | 5,355,760 | 12/12/2017 |